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பொருளடக்கம்

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 76/AIL/Lab./T/2020,
Puducherry, dated 15th July 2020)

NOTIFICATION

Whereas, an Award in I.D. (T) No. 05/2020, dated 10-02-2020 of the Industrial Tribunal-cum-Labour Court, Puducherry in respect of the Industrial Dispute between the management of M/s. Pondicherry Institute of Medical Sciences, Kalapet, Puducherry and the Union Workmen represented by Pudukai Maruthuva Vingana Niruvana Desiya Thozhilalar Sangam-INTUC, Puducherry, over charter of demands has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour), that the said award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government (Labour).

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY

Present: Thiru V. PANDIARAJ, B.Sc., LL.M.,
Presiding Officer.

Monday, the 10th day of February 2020

I.D. (T) No. 05/2020

The Secretary,
Pudukai Maruthuva Vingana Niruvana
Desiya Thozhilalar Sangam-INTUC,
No. 28, Saint Therese Street,
Puducherry.

.. Petitioner

Versus

The Managing Director,
M/s. Pondicherry Institute of Medical
Sciences, Kalapet,
Puducherry.

.. Respondent.

This Industrial Dispute coming on this day before me for hearing, in presence of Thiruvalargal L. Sathish, S. Ulaganathan, T. Pravin, S. Velmurugan, V. Veeraragavan and E. Karthik, Counsels for the

respondent, on record, the petitioner remained absent, no representation have been made on his behalf, up on perusing the records, this Court passed the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry vide G.O. Rt. No. 143/AIL/Lab./T/2019, dated 03-12-2019 of the Labour Department, Puducherry, to resolve the following dispute between the petitioner and the respondent, viz.,-

(i) Whether this dispute raised by the Union Workmen represented by Pudukai Maruthuva Vingana Niruvana Desiya Thozhilalar Sangam-INTUC, Puducherry against the management of M/s. Pondicherry Institute of Medical Sciences, Kalapet, Puducherry, over charter of demands such as to revise the basic wages by ₹ 10,000 to grant an Annual Increment of ₹ 3,000 to grant promotion to employees who have completed 10 years of service with an increment of ₹ 2,000 to provide Canteen facilities at subsidized rates and other allowances, etc., are justified or not? If justified, what relief the Union Workmen are entitled to?

(ii) To compute the relief if any, awarded in terms of money if, it can be so computed?

2. Today, when the case came up for hearing, petitioner not present even after service of notice. No representation for the petitioner. Hence, this reference is closed for default. No cost.

Written and pronounced by me in the open Court, on this the 10th day of February, 2020.

V. PANDIARAJ,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 83/Lab./AIL/T/2020,
Puducherry, dated 16th July 2020)

NOTIFICATION

Whereas, an Award in I.D (L) No. 43/2013 dated 10-03-2020 of the Industrial Tribunal-cum-Labour Court, Puducherry in respect of the Industrial Dispute between the management of M/s. Marg Karaikal Port Private Limited, T.R. Pattinam, Karaikal and M/s. Akash Dredging & Marine Services (P) Ltd., Visakapattinam and its workmen Thiru D. Nagappan & 9 others over illegal transfer, back wages and other charter of demand have been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O.Ms. No.20/91/Lab./L, dated 23-5-91, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL AT
PUDUCHERRY**

Present: Thiru V. PANDIARAJ, B.Sc., LL.M.,
Presiding Officer.

Tuesday, the 10th day of March, 2020.

I.D. (L) No. 43/2013

1. D. Nagappan
 2. M. Sekar
 3. P. Balamurugan
 4. V. Vijayabalan
 5. P. Ramesh Kumar
 6. M. Murugesan
 7. R. Muthukumarasamy
 8. R. Murugesan
 9. U. Ramamoorthy
 10. K. Sudakar
- .. Petitioners/
Workmen

Versus.

1. Marg Karaikal Port Private Limited,
Rep. by its Managing Director,
Kheezhavanjoor Village,
T.R. Pattinam, Karaikal.
 2. M/s. Akash Dredging &
Marine Services (P) Ltd.,
Rep. by its Managing Director,
No.106, Lakshya 48-1-34/7,
Srinagar, Visakapattinam.
- .. Respondents/
Management

This Industrial dispute coming on 27-02-2020 before me for final hearing in the presence of Thiruvallargal P.R. Thiruneelakandan and A. Mithun Chakkaravarthy, Counsels for the petitioners and Thiruvallargal K. Babu and C. Arivajagne, Counsel for the 1st respondent and Thiru R. Soupramanien, Counsel

for the 2nd respondent, upon hearing, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

AWARD

1. This Industrial Dispute has been referred by the Government of Puducherry as per the G.O. Rt. No. 159/AIL/Lab./J/2013, dated 31-10-2013 for adjudicating the following:-

(a) Whether the dispute raised by the petitioners, Thiruvallargal 1. D. Nagappan, 2. M. Segar, 3. P. Balamurugan, 4. V. Vijayabalan, 5. P. Ramesh Kumar, 6. M. Murugesan, 7. R. Muthukumarasamy, 8. R. Murugesan, 9. U. Ramamoorthy and 10. K. Sudhagar over the issues of illegal transfer, charter of demands, pay of back wages against the management of M/s. Marg Karaikal Port Private Limited, Karaikal and M/s. Akash Dredging & Marine Services Private Limited, Visakapattinam is justified or not? If justified, what relief they are entitled to?

(b) To compute the relief if any, awarded in terms of money if, it can be so computed?

2. *The brief averment of the petition filed by the petitioner;*—

(i) The petitioners have lost their livelihood as their agriculture field and fisheries farms were acquired by the 1st respondent for the establishment of its port trust in Karaikal. Since, these petitioners were severely affected by that acquisition, they were employed by the 1st respondent in its establishment on the basis of their demand. Accordingly, these petitioners were employed during the year 2007 by the 1st respondent in its dredging ship by name "Marg Cauvery" in the 1st respondent port at Karaikal. Further, it has engaged the 2nd respondent by name M/s. Akash Dredging & Marine Services Pvt. Ltd., for its dredging activity in its port. These petitioners were not served with appointment order at the time their initial appointment. However, the 1st respondent deducted the PF contribution from the salary of 1 to 4 petitioners and remitted the same before the EPF authorities in the name of 2nd respondent. With respect of other petitioners no such deduction was made by the 1st respondent from their salary. From the year 2007, they were not given confirmation order, despite their work is perennial in nature. During February 2013 these petitioners joined together and demanded the 1st respondent to increase their salary, to confirm their service and other allowances. Hence, from 01-01-2013 onwards, the 1st respondent denied employment to these petitioners, stating that the dredging ship Marg Cauvery has undergone repair and maintenance work. Even then these petitioners demanded the 1st respondent to provide continues employment in Marg Cauvery or in the 1st respondent port and they went on strike for the same. After that, at the instance of the 1st

respondent, the 2nd respondent issued transfer order, dated 22-02-2013, to these petitioners and thereby transferred them to the Naliya in State of Gujarat as if they were employed by the 2nd respondent. These petitioners did not accept the same and once again they demanded their employment in the 1st respondent port. Hence, the 1st respondent denied the employment to these petitioners on 15-03-2013. Therefore, these petitioners approached the Conciliation Officer, Karaikal on 26-03-2013 for their charter of demands such as wage increase, confirmation of service at Karaikal Port and back wages *etc.*, against the 1st respondent. The transfer order issued by the 2nd respondent was *mala fide*, illegal, against the standing order, and against section 25 F of Industrial Dispute Act 1947. The issuance of transfer order is a case of unfair labour practice to victimize these petitioners, as there is no provision to transfer the service of these petitioners either in their appointment order or in the certified standing order. The industrial workers cannot be transferred to other states during the lay off period as per the Industrial Dispute Act. The denial of employment to these petitioners is a clear violation of section 25 F of Industrial Dispute Act and provisions of the model standing orders. The transfer orders issued by the 2nd respondent as *mala fide*, unfair and against the law. Further, they have to be reinstated into the 1st respondent port at Karaikal as permanent workers with continuity of service, back wages and all other attendant benefits and hence, this industrial dispute has to be allowed.

3. *The brief averment of the counter filed by the 1st respondent:-*

(i) This respondent denied all the allegations made in the petition as false except those are specifically admitted. The reference made by the Government of Puducherry is bad in law, it is not maintainable and hence, it has to be rejected in limine. There is no relationship exists as employer-employee between this respondent and the petitioners, as they were not at all employed by this respondent. The petitioners wrongly mentioned the name of these petitioners as Marg Karaikal Port Pvt. Ltd. These petitioners were employed by the 2nd respondent and hence, these petitioners have not *locus standi* to raise any dispute against this respondent. These petitioners misconceived and filed his application and hence, this petition has to be dismiss in limine. These petitioners misused the process of law and unnecessarily added this respondent in the industrial dispute. This respondent has never acquired the lands and farmlands of these petitioners and in turn it has not given any employment to the petitioners. This petition is filed with *mala fide* intention to harvest illegal grain from this respondent. This respondent never gave job assurance this petitioner in Karaikal Port. The allegations against this respondent regarding the deduction of EPF, was also

denied by this respondent as false, as these petitioners approached this Court with uncleaned hands. This respondent had engaged the 2nd respondent as a contractor for manning, maintenance and operation of its dredger by name Marg Cauvery at its Port. The 2nd respondent/contractor used to engage its own labour to carryout the contract work agreed between the 1st and 2nd respondent. These petitioners were allotted jobs by the 2nd respondent only and not by the 1st respondent as alleged in the claim petition. The 1st respondent is having valid Registration Certificate and the 2nd respondent is having valid license issued under the contract labour (Regulation and Abolition) Act 1972. As per the knowledge of this respondent, the contract with the 2nd respondent came to an end on the completion of reclamation contract work. The contractor/2nd respondent issued transfer orders on 22-02-2013 and also sent to the reminder letters on 19-03-2013 to these petitioners. The workman by name K. Murugesan is working under the 2nd respondent as per transfer order and the other employee by name K. Sudhakar, left his service or his own after the transfer order. This respondent vehemently denied that these petitioners has not been gainfully employed any where in any establishment and hence, this petition has to be dismissed.

4. *The brief averment of the counter filed by the 2nd respondent:-*

This respondent denied all the allegations made in the petition as false except those are specifically admitted in this counter. This respondent is not a necessary party to this case and hence, the petition is bad for misjoinder of parties. These petitioner themselves stated that they have not been recruited by the 1st respondent and no relationship of employer-employee exists between this respondent and the petitioners. The 2nd respondent is only a dredging operator to carry out marine services and dredging work in the Port at Karaikal. The claim of these petitioners is not at all against this respondent and therefore, this petition has to be dismissed against this respondent.

5. *Brief of the reply statement filed by the petitioners:*

The 1st respondent is called as Marg Karaikal Port Pvt. Ltd. only, but, it has stated its name as Karaikal Port Pvt. Ltd., in its counter wrongly and as such it is frivolous. The change in the name of the 1st respondent will not affect the merits of this case. These petitioners were not employed by the 2nd respondent. The contract between the 1st and 2nd respondent is sham and nominal and it has been made by the 1st respondent for the name shake to deceive and deny various labour welfare benefits to these workers in collusion of the 2nd respondent.

These petitioners were under the control of the 1st respondent and also carried out their work in this dredging ship namely Marg Cauvery. The 2nd respondent is only a dredging operator to carry out the marine services and dredging services in Karaikal port and they have not recruited these petitioners. The counter filed by the 1st respondent is contra to the counter filed by the 2nd respondent, which is evident that the counter of the 1st respondent is false. Since, these petitioners were employed for more than 6 years continuously in the 1st respondent management, they shall be considered as permanent employees and the denial of employment is illegal and it is violation of section 25 (F) of Industrial Dispute Act. Hence, this industrial dispute has to be allowed.

6. Brief of the additional counter filed by the 1st respondent:

One M/s. KSR Marine Services Pvt. Ltd., has filed the counter and alleged that it is the 2nd respondent, and formally known as Akash Dredging and Marine Services Pvt. Ltd., without any supporting documents and the counter was filed without any sanction or leave from this Court and hence, it has to be rejected in total. M/s. KSR Marine Services Pvt. Ltd., has to produce all the relevant documents, of their undertaking of the 2nd respondent. The 2nd respondent appeared before the Conciliation Officer and admitted that these petitioners were their own employees and in support of that they have produced the document before the Conciliation Officer. Further, the 1st respondent denied the employment of these petitioners in its establishment. Further, the 2nd respondent agreed before the Labour Officer to provide employment to these petitioners at their site in Gujarat and further agreed that if, the petitioners are not ready, then they are ready to provide settlement to these petitioners for the service rendered by them. The said fact was mentioned in the failure report itself. The 1st respondent entered into contract with the 2nd respondent on 21-08-2009 for operation, manning, repairs and maintenance of "CSD Marg Cauvery". In the said contract the 2nd respondent agreed to deploy man power as per the annexure in the clause V as per the terms of agreement.

"Man Power: For the questions, the operator (2nd respondent) shall deploy suitably qualified and experience two Dredge Masters, one Chief Engineer and required number of technicians, deck helpers, engine mechanics, electrical and mechanical engineers, cooks and such other crewpersonnel as required for operating and maintaining the Dredger, as per statutory and operations requirements.

For pipeline and reclamation management, suitable personnel including supervisors shall be deployed.

The works are to be rendered on 24 hours basis and hence, sufficient number of personnel to be deployed on shift basis. It is expected that about 60 nos. of personnel may be required for operations of this nature.

The complete list of personnel and credentials of key people and Chief Engineer in the form of their resume shall be submitted for approval before commencement of works.

On-whore accommodation facilities and other boarding and lodging requirements for the personnel are to the account of the operator.

The operator shall undertake to comply with provisions of Contract Labour, Workmen Compensation and other personnel/labour related laws of the country. The operator shall also comply with all statutory requirements including PF, ESI and Professional Tax *etc.*

As this arrangement is on principal to principal basis, the operator and its personnel engaged on board the Dredger are not considered to be Agents or Employee(s) for all commercial, legal and statutory purposes. KPPL is not responsible for any liability towards the crew/personnel on board the Dredger and it is the sole responsibility of the operator to engage, pay, compensate and provide, in all respects, for the crew/personnel engaged on board the Dredger.

The operator shall indemnify and keep indemnified KPPL against any claims, damages, loss actions *etc.*, in this regard".

These petitioners were employed by the 2nd respondent and the 2nd respondent has paid PF contributions to these petitioners *vide* the Code No. GRVSP0055406000 and the 2nd respondent has also insured these petitioners and it has taken group insurance special policy also. Further, the 2nd respondent has also issued appropriate Port entry pass to these petitioners. The Government of Puducherry has not issued any notification in its Official Gazette as on date to prohibit the employment of contract labour under section of the Contract Labour (Regulation and Abolition) Act, 1972. These petitioners raised their dispute directly with the principle employer and hence, the claim petition under section 2K of the Industrial Dispute Act 1947 is not maintainable. The document such as muster role, wage register and other documents are available with the 2nd respondent only and hence, they have to be produced by the 2nd respondent before this Court. Hence, this industrial dispute has to be dismissed.

7. On the side of the petitioner only witness was examined and Ex.P1 to Ex.P24 was marked. On the side of the respondent only one witness was examined and Ex.R1 to Ex.R65 were marked.

8. The petitioner side Counsel argued that these petitioners were employed by the 1st respondent during the year 2007 itself. The contract between the 1st respondent and 2nd respondent was with effect from 25-03-2009 only as per Ex.R2 and therefore the plea of the 1st respondent that these petitioners were employed by 2nd respondent became untrue and false. It is further argued that, as per Ex.P5 to P14, these petitioners were shown as the employees of 1st respondent and the 1st respondent alone deducted the contributions towards the ESI Corporation from the salary of these petitioners and therefore, they have to be considered as the employees under the 1st respondent. It is further argued that the Port Entry pass, marked as Ex.R57 to Ex.R65 on the side of the respondent itself shows these petitioners are the employees of the 1st respondent. It is further argued that the agreement between 1st respondent and 2nd respondent is nothing but camouflage and these petitioners were illegally transferred by 2nd respondent on 22-02-2013 at the instance of 1st respondent and therefore, the Transfer orders have to be declared as invalid and reinstatement has to be ordered in the 1st respondent port with all other monetary benefits.

9. The 1st respondent side Counsel argued that these petitioners were never employed under the 1st respondent and they were employed under the 2nd respondent only and therefore, the prayer made in this Industrial Dispute cannot be granted against this respondent and therefore, he prays to dismiss the claim application. Further, he argued the 1st respondent established the Karaikal Port during the year 2006 and it has entered into contract agreement with the 2nd respondent during the year 2009 and it has terminated its contract during the year 2013, as its dredging ship by name "Marg Cauvery" was sent for repairing work. It is further argued that these petitioners failed to produce the document to show their relationship of employment with this respondent and therefore, he prayed to dismiss this application. It is further argued that dredging work has to be performed by skilled persons and as the 2nd respondent is the expert in this field, it has contract agreement with the 2nd respondent. It is further argued that as per the contract agreement the 2nd respondent has full responsibility over the petitioners/employees and therefore they cannot be treated as workman under the 1st respondent. It is further argued that even as per Ex.P5 to P11, these petitioners were employed under the 2nd respondent only. It is further argued that the 1st respondent is having so many contract workers, who supply manpower to the 1st respondent port and 2nd respondent is one such contractors among them and he supplied manpower to the 1st respondent for dredging and reclamation work. It is further argued that as per clause 5 in Ex.R42 these petitioners can be treated under the employment of 2nd respondent only. It is argued that the salary slip is marked as Ex.P17 also proves the factum of employment under the 2nd respondent. It is further

argued that the 2nd respondent alone paid the EPF contribution as per Ex.P18 and it also proved the facts that these petitioners are under the employment of the 2nd respondent. In support of the argument the 2nd respondent filed the written argument. In fine, he prayed to dismiss the claim application.

10. *Points for consideration:*

Whether the dispute raised by these petitioners, over the issues of illegal transfer, charter of demands, pay of back wages against the 1st and 2nd respondent is justified or not.

11. *On the Point:*

The petitioners pleaded that they were employed by 1st respondent and they were not employed by the 2nd respondent. *Per contra*, the 1st respondent has pleaded and deposed that, the petitioners were not employed by the 1st respondent and their employment is with the 2nd respondent only. He further deposed that the 2nd respondent is one of his contractor, who was engaged on contract agreement to carry out the work of Dredging in their port *vide* its dredging ship "Marg Cauvery" and the contract was made for the purpose of manning and reclamation work subject to the terms and conditions of the contract. It is further deposed that these petitioners were employed by the 2nd respondent and therefore, they cannot claim anything against this respondent and therefore this petition has to be dismissed for mis-joinder of parties. RW.1 further deposed that these petitioners were under the direct control and supervision of the 2nd respondent. It is further deposed by the RW.1 that these petitioners were insured by the 2nd respondent and the EPF contributions were also deducted and paid by the 2nd respondent. Therefore, this Court has to analyse the oral and document evidences produced on both sides to decide who is the employer for these petitioners.

12. The petitioners have pleaded that they have lost their agricultural land and fishing farm due to the land acquisition by the 1st respondent and in consideration of that, they were employed by the 1st respondent in their port, in the dredging ship namely Marg Cauvery. To substantiate this part of pleadings, PW.1 has filed the proof affidavit of chief examination, wherein, in a single line, he has simply stated that the pleadings in the claim statement have to be taken as part and parcel of his evidence. It is just a formal proof affidavit filed for the sake of the case. He has not narrated or deposed all the facts pleaded in his claim statement. The abovesaid deposition was not sufficient enough to hold that these petitioners have proved their pleading by oral evidence. Therefore, on that score itself *i.e.*, for the lack of detailed explanation of their pleadings in the proof affidavit, this Court was not able to come to the conclusion that these petitioners proved their pleadings by oral evidence. But, in the interest of justice, this Court

has taken that formal proof affidavit as a full pledged one and analyse the documents and the cross-examination of PW.1 to weigh the case of the petitioners. As per the pleadings they were employed by the 1st respondent. But, to substantiate this part of evidence they have not produced the appointment order issued by the 1st respondent. Therefore, that itself shows that these petitioners failed to prove their employment under the 1st respondent. Further, these petitioners produced Ex.P5 to P14. the port entry permit card to show them as the employee of the 1st respondent. On perusal of Ex.P5 to P14, this court was able to found that, the abovesaid Identity Card/Port entry Permit Card was issued by the 1st respondent Karaikal Port Pvt. Ltd. But, on careful perusal of the abovesaid Identity Card/Port entry Permit Card, it is found that these petitioners company name was mentioned as "Akash Dredging" i.e., the 2nd respondent. Therefore, from Ex.P5 to P14, this Court was able to come to the conclusion that these petitioners are not employed under the 1st respondent, rather these petitioners are employees of the 2nd respondent only. Further more, these petitioners produced Ex.P15 and P16. On perusal of Ex.P15 the transfer order and Ex.16 the reminder letter, this Court was able to come to a conclusion that these petitioners were employed by the 2nd respondent and therefore, they were subjected to transfer. Further, in Ex.P15 and P.16. nowhere it is stated that they are the employees of the 1st respondent. Thus, on analyzing Ex.P15 and P16 also, this Court was not able to come to the conclusion that they were employed under the respondent. Ex.P17 to P19 would goes to show that these petitioners were employed under the 2nd respondent and the salary was also given by the 2nd respondent only. The documents such as Ex.P20 to P24 are the Transfer letters and reminder letters issued by the 2nd respondent, wherein, the 2nd respondent has stated that the terms and conditions of these petitioners appointment will remains unaltered. Furthermore, in the abovesaid document, the 2nd respondent company decided to accommodate these petitioners for their ongoing project at Naliya in Gujarat State. In the abovesaid document also, nowhere it is stated that these petitioners were employed under the 1st respondent. Thus, on perusal of Ex.P1 to P24, this Court was able to come to the conclusion that these petitioners failed to prove their employment with the 1st respondent. At this juncture, the argument advanced by the petitioner Counsel, that, the poor petitioners/employees were unable to get their appointment order from the employer i.e., from the 1st respondent as the employer is the massive force from whom these petitioners could not get same. Even for the argument sake, if it is taken as true, they can very well produce the land acquisition document to show their *bona fideness* of their pleadings. But, that was also not produced. It also goes to shows that these petitioners failed to prove their employment with the 1st respondent.

13. Now, let us pass on the oral and documentary evidence produced one the 1st respondent side. RW.1 has deposed that the 2nd respondent is one of the contractors who was engaged for the purpose of Manning and Reclamation work and also in the dredging work in their port. It was admitted by the petitioners and by the 2nd respondent. To substantiate this part of evidence RW.1 has produced Ex.R5 Agreement. On perusal of Ex.R5, it is found that there was a contract of agreement between the 1st and the 2nd respondent in respect of manning and dredging work in the 1st respondent port. As per Ex.R6 - R10, the abovesaid agreement was extended for various period of time.

14. RW.1 has deposed that the EPF contributions were paid by the 2nd respondent only in their sub code No. GRESP0055406000. To substantiate this part of evidence, Ex.R34 - Ex.R36 were marked. On perusal of Ex.R34 to R36, this Court was able to found out that these petitioners were employed in the 2nd respondent only and the contributions were also paid in the name of the 2nd respondent company-only. Thus Ex.34 to 36, speaks in volume that these petitioners were employed by the 2nd respondent only.

15. Further, RW.1 has deposed that 2nd respondent has taken group insurance policy for these petitioners. To substantiate this evidence, Ex.R38 the copy of group personnel accident policy certificate was marked in this case. On perusal of Ex.R38 it seems that the 2nd respondent has taken that policy for the welfare of these petitioners. Thus from the Ex.R38 also this Court was able to found that these petitioners were employed under the 2nd respondent only.

16. Further, RW1 has deposed that these petitioners were under the direct supervision and under the control of the 2nd respondent. To substantiate this part of evidence Ex.R50 to 56 were marked. Ex.R50 to R56 were nothing but, the letter issued by the 2nd respondent to the 1st respondent requesting to issue Port entry pass/Identity Card to these employees/petitioners The abovesaid letters were accepted by the 1st respondent company and it has permitted to issue the port entry pass card to these petitioners. In the abovesaid letters, the 2nd respondent has mentioned that it has verified the conduct, character and antecedent of these petitioners and thereafter, it has also taken responsibility for all the activities of these petitioners inside the port. All these documents would goes to shows that these petitioners were employed by the 2nd respondent and they were under the control and supervision of the 2nd respondent only. It shows that the plea of these petitioners as a false one. If, at all these petitioners are really employed under the 1st respondent, then it is not necessary for the 2nd respondent to write such an assurance letter to the 1st respondent *vide* Ex.R50 to R56. So, this Court was able to come to the conclusion that these petitioners were employed and under the 2nd respondent only.

17. Further, RW.1 has deposed that these petitioners worked under the 2nd respondent management and they were not at all employed by the 1st respondent. To substantiate this part of evidence Ex.57 to 65 were marked. Ex.R57 to R65 is nothing but the document showing the in and out attendance of these petitioners, wherein, also these petitioners were shown as employees of the 2nd respondent namely, Akash Dredging Pvt. Ltd. Therefore, from Ex.R57 to R65, also this Court was able to come to the conclusion that these petitioners were employed under the 2nd respondent only.

18. Furthermore, RW.1 has deposed that one of the petitioners by name Mr. Murugesan is working under the 2nd respondent in the newly transferred place. He further deposed that one of the petitioners by name K. Sudhakar, left his job on his own. These pleadings were not at all denied by these petitioners. It also goes to show that these petitioners are not employees under the 1st respondent as alleged in the claim petition.

19. Further, RW.1 has deposed that these petitioners are under the employment of the 2nd respondent. To substantiate this part of evidence, the transfer orders issued by 2nd respondent were marked as Ex.R12 to R18 and the reminder letters issued by the 2nd respondent were marked as Ex.R19 to R25. On perusal of Ex.R12 to R25 it seems that the petitioners were transferred and reminder letters were also issued to them by the 2nd respondent. It clearly established that 2nd respondent is having direct control over these petitioners and therefore, it has issued such kind of transfer orders and reminder letters. These documents also speak in volume that these petitioners are employees of the 2nd respondent only.

20. In the reminder letter Ex.R19 to R25 the 2nd respondent has mentioned that in the interest of these petitioners and in mark of good gesture, it is giving the reminder letter to them. It reveals that these petitioners are the employees of the 2nd respondent.

21. Furthermore, in the abovesaid reminder letters, the 2nd respondent has stated that, if, these petitioners are not interested to continue their employment in the 2nd respondent company, it will remove their names from the muster roll of the company. The exact words of the very particular aspect was given below as if, in the reminder letters "As a special case, one month time *i.e.*, up to 20-04-2013 is given to enable you to join duty at our above Naliya site, failing which, it is deemed that you are no more interested to continue employment with the company and your name will be removed from the rolls of the company." Thus it is very clear that these petitioners are not employed under the 1st respondent/management, whereas it clearly shows and establishes that these petitioners were employed under the 2nd respondent only.

22. In the reply statement filed by the petitioner, it has been contended that the contract between the 1st and 2nd respondent is purely sham and nominal and it has been made by the 1st respondent for the name sake of deceive and deny the various labour welfare benefits to the workman. To substantiate this part of evidence he has not adduced any oral evidence before the Court. Therefore, the abovesaid pleading become, unproved in limine. However, the petitioner side counsel filed the judgment rendered by the Hon'ble Madras High Court on 03-12-2010 rendered in the case of Elangovan and others Vs. the Central Government, Industrial Tribunal-cum-Labour Court and others. In the abovesaid judgment workman who were employed as Lift operators in Airport Authority Limited and they were taken into service through the 3rd respondent/agent by name Sai Elevators. In the abovesaid case, the workman contended that providing lift facility to the passengers is part of the function of the Airport Authority and the engagement of the petitioners through, agency is sham and nominal. In the abovesaid case, the 2nd respondent namely Sai Elevators the contractors produce the Attendance register and Duty roster register. Based on the abovesaid registers the Labour Court has concluded that the workmen were under the control of the 2nd respondent and directed the Airport Authority to reinstate them. The abovesaid finding was challenged before the Hon'ble High Court in the above said writ petitions. The Hon'ble High Court has held that the Labour Court has to find out whether the employer-employee relationship is in existence. For which the Court is required to consider the following tests;

- (a) Who is the appointing authority
- (b) Who is the pay matter
- (c) Who can dismiss
- (d) How long alternative service lasts
- (e) The external control and supervision
- (f) Nature of job (skilled/unskilled/professional)
- (g) Nature of establishment
- (h) Right to reject

23. Further, it is held that to find out the employee-employer relationship, the Court has to find out whether the engagement of contract employees for statutory duty or unstatutory duty. In the abovesaid case, four workmen were employed as regular employees for lift operation. But, for the very same lift operation the Airport Authority has employed the workman through the contract agency, the 2nd respondent. It is further held in the abovesaid case, their employment is perennial in nature. Thus, it has held that the workman were direct employees of the Airport Authority. But, here, in this case, these petitioners were not at all engaged for the statutory obligation/duty. There was

no parallel appointment of others as permanent employees by the 1st respondent which is similar to that of these petitioners. Therefore, the benefit of the abovesaid judgment was not applicable to the petitioner's in the present case.

24. Further, RW.1 has deposed that 1st respondent is a valid Registration Certificate owner the 2nd respondent is having valid license to engage contrite employees. To prove this part of evidence Ex.R1, the Registration Certificate of the 1st respondent and Ex.R2 the License issued in favour of 2nd respondent was produced. Further, he has deposed that there is no notification in the Official Gazette of the Puducherry Government as on date prohibiting the employment of contract labour under section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1972. It was not denied by the petitioners. As per the agreement between the 1st and 2nd respondent, these petitioners were employed for the works of Dredging and Reclamation at the Karaikal Port under the contractor. Further, the engagement of these petitioners by the 2nd respondent for dredging and reclamation work by the 2nd respondent was not at all prohibited by the Government of Puducherry under section 10(1) of CLRA Act: 1972. Therefore, it seems that the contract was not sham and nominal or camouflage, hence, the pleading raised by the petitioners that the contract is sham and nominal is nothing, but, a bald allegation only. As the petitioners failed to prove the contract as sham and nominal, the transfer orders cannot be decided as illegal. Furthermore, the transfer orders were not at all issued by the 1st respondent and therefore, these petitioners cannot seek the relief of the declaration to declare the transfer orders as illegal against the 1st respondent.

25. The petitioner side Counsel argued that the counter filed by 2nd respondent has to be rejected in total as it was filed by one KSR Marine Services Pvt. Ltd., which is not a party to this case. The 2nd respondent side Counsel argued that at present, the Akash Dredging company was taken over by KSR Marine Services Pvt. Ltd., and therefore, it has the right to contest the case. Similarly, the 1st respondent side Counsel argued that the name of the 1st respondent is Karaikal Port Pvt. Ltd. and not Marg Karaikal Port Pvt. Ltd. as stated in the claim applications. Though there was some differences in the name of the R1 and R2 in the cause title of the claim petition it was not of much importance as it has not affecting the very decision of this case. Therefore, the arguments advanced in the abovesaid aspect has been decided as "not much importance" and hence, rejected. At this juncture the 1st respondent side counsel argued that these petitioners are under the employment of 2nd respondent and he prayed to consider the Ex.R31 marked on the side of the 1st respondent. When we go through the abovesaid document Ex.R31, which is

nothing, but, the reply given by the 2nd respondent before the Conciliation Officer, wherein, also the 2nd respondent clearly contended that these petitioners are their workman and they were transferred to Naliya in Gujarat State as the contract between with 1st respondent was up to 30-03-2013 only. Further, in the abovesaid document, the 2nd respondent clearly mentioned that it is ready to pay the final settlement dues to these petitioners and it has also mentioned that no wage dues are pending towards this petitioners/workman. It is further mentioned in the abovesaid document that the 2nd respondent has paid the wages up to the period of 2013 and also the bonus on 08-04-2013. Thus, it is clear from Ex.R31 that these petitioners were employed under the 2nd respondent and therefore they were subjected to transfer orders as the 2nd respondent was empowered to pass such transfer order. Thus it is clear that these petitioners are employees under the 2nd respondent and not under the 1st respondent and therefore, the transfer orders issued by the 2nd respondent cannot be found fault with and the claim made by these petitioners against the 1st respondent as a false one.

26. At this juncture, the 1st respondent side Counsel produced the citation reported in 2015 LLR 635, wherein, it is clearly held that "contractors registered with the EPF department, having independent code number are to be treated as independent employer." Here, in this case also, the 2nd respondent has paid the ESI contributions to the Corporation through its separate ESI code number. Therefore, even as per the citation the 2nd respondent alone is the employer to these petitioners/claimants.

27. Hence, this Court comes to the conclusion that these petitioners are not employees under the 1st respondent and they are the employees under the 2nd respondent and therefore, these petitioners cannot claim anything against the 1st respondent. Hence, the industrial dispute raised by these petitioners against the 1st respondent over their transfer order and back wages was decided as unjustified.

28. These petitioners filed this industrial dispute with a prayer to pass an Award holding that denial of the employment and the transfer of these petitioners service as *mala fide*, unfair labour practice and illegal and direct the respondents to reinstate these petitioners into their service in the 1st respondent port. In the earlier paragraph this Court has decided that these petitioners are the employees under the 2nd respondent and not under the 1st respondent and as per Ex.R31 and as per Ex.P12 to P18 these petitioners were transferred to Naliya in the State of Gujarat as the 2nd respondent has completed its contract work herein the 1st respondent port at Karaikal. The transfer orders seems to be genuine and based on reasonable grounds as it has completed its work and it has not renewed its contract with the 1st respondent. Further, the 2nd

respondent has transferred these petitioners to the place at Naliya in the State of Gujarat where they are having their work. But, these petitioners alone refused to go to the newly transfer place for the reasons known to them best. Therefore, the transfer orders cannot be decided as illegal one, hence the industrial dispute raised against the 2nd respondent for their reinstatement in the 1st respondent port is also found to be unreasonable and unacceptable.

29. In the result, this industrial dispute raised by these petitioners against the 1st and 2nd respondent over their transfer, reinstatement, back wages and other monetary benefits is decided as unjustified and hence, the claim of the petitioners is dismissed. No cost.

Dictated to Stenographer, transcribed by him, corrected and pronounced by me in the open Court on this the 10th day of March, 2020.

V. PANDIARAJ,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of Petitioner Witness:-

PW.1 — 29-08-2017 D. Nagappan

List of petitioner's exhibits:-

Ex.P1	— 26-03-2013	Copy of claim statement filed by the petitioners before Labour Officer (Conciliation).
Ex.P2	— 08-05-2013	Respondent's reply.
Ex.P3	— 25-07-2013	Failure Report.
Ex.P4	— 12-11-2013	Government Reference.
Ex.P5	—	Copy of the ID card of the 1st petitioner.
Ex.P6	—	Copy of the ID card of the 2nd petitioner.
Ex.P7	—	Copy of the ID card of the 3rd petitioner.
Ex.P8	—	Copy of the ID card of the 4th petitioner.
Ex.P9	—	Copy of the ID card of the 5th petitioner.
Ex.P10	—	Copy of the ID card of the 7th petitioner.
Ex.P11	—	Copy of the ID card of the 8th petitioner.
Ex.P12	—	Copy of the ID card of the 9th petitioner.

Ex.P13	—	Copy of the ID card of the 10th petitioner.
Ex.P14	— 09-01-2010	Copy of the ID card of the 1st petitioner.
Ex.P15	— 20-02-2013	Copy of Transfer order of 1st petitioner.
Ex.P16	— 19-03-2013	Copy of Reminder Transfer order of 1st petitioner.
Ex.P17	— 2010	Copy of Pay slip of 1st petitioner.
Ex.P18	— 2008-2009	Copy of PF slip of 3rd petitioner.
Ex.P19	— 2010-2011	Copy of PF slip of 3rd petitioner.
Ex.P20	— 20-02-2013	Copy of Transfer order of 4th petitioner.
Ex.P21	— 20-02-2013	Copy of Transfer order of 2nd petitioner.
Ex.P22	— 19-03-2013	Copy of Reminder Transfer order of 2nd petitioner.
Ex.P23	— 20-02-2013	Copy of Transfer order of 5th petitioner.
Ex.P24	— 19-03-2013	Copy of Reminder Transfer order of 5th petitioner.

List of Respondent's Witness:-

RW.1 — 04-04-2018 N. Kandasamy

List of Respondent's exhibits:-

Ex.R1	— 21-04-2008	Photocopy of details of Amendment to the Registration Certificate issued by the Registering Officer under the Contract Labour (R & A) Act, 1970 to the 1st respondent.
Ex.R2	— 05-06-2008	Photocopy of Licence issued to 2nd respondent by the Licensing Officer under the Contract Labour (R & A) Act, 1970.
Ex.R3	— 07-05-2013	Photocopy of Form VI-B-Notice of completion of Contract Work.
Ex.R4	— 12-11-2014	Photocopy of Form VI-B-Notice of completion of Contract Work.

Ex.R5 — 25-03-2009	Photocopy of the Agreement.	Ex.R21 — 19-03-2013	Photocopy of letter of Transfer-Remainder issued by 2nd respondent to V. Vijayabalan.
Ex.R6 — 22-04-2009	Photocopy of Addendum No. 1 to work order dated 30-01-2008.	Ex.R22 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to D. Nagappan.
Ex.R7 — 26-05-2009	Photocopy of Addendum No. 2 to work order dated 30-01-2008.	Ex.R23 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to M. Sekar.
Ex.R8 — 01-04-2010	Photocopy of Work Order.	Ex.R24 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to P. Ramesh Kumar.
Ex.R9 — 28-03-2013	Photocopy of Addendum No. 3 to work order dated 01-04-2010.	Ex.R25 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to Muthukumar Samy.
Ex.R10 — 30-03-2012	Photocopy of Addendum No. 2 to work order dated 01-04-2010.	Ex.R26 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to R. Murugesan.
Ex.R11 — 29-03-2020	Photocopy of letter issued by 2nd respondent to 1st respondent.	Ex.R27 — 19-03-2013	Photocopy of letter of transfer-Remainder issued by 2nd respondent to U. Rammurthy.
Ex.R12 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to P. Balamurugan.	Ex.R28 — 26-03-2013	Photocopy of petition filed by Petitioners before the Labour Officer (Conciliation), Karaikal.
Ex.R13 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to V. Vijayabalan.	Ex.R29 — 11-04-2013	Photocopy of Notice of Remarks issued by the Labour Officer, Karaikal - along with petition.
Ex.R14 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to D. Nagappan.	Ex.R30 — 08-05-2013	Photocopy of Notice of Enquiry/Conciliation issued by the Labour Officer (Conciliation), Karaikal.
Ex.R15 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to M. Sekar.	Ex.R31 — 20-04-2013	Photocopy of remarks submitted by the 2nd respondent to the Labour Officer, Karaikal.
Ex.R16 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to P. Ramesh Kumar.	Ex.R32 — 22-04-2013	Photocopy of reply letter by the 1st respondent to the Labour Officer, Karaikal.
Ex.R17 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to Muthukumar Samy.	Ex.R33 — —	Extract of 2nd respondent employees Gate Entry details at the Karaikal Port Site.
Ex.R18 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to R. Murugesan.		
Ex.R19 — 20-02-2013	Photocopy of letter of Transfer issued by 2nd respondent to U. Rammurthy.		
Ex.R20 — 19-03-2013	Photocopy of letter of Transfer-Remainder issued by 2nd respondent to P. Balamurugan.		

Ex.R34 — 16-07-2012	Photocopy of Combined Challan of 2nd respondent submitted to Employees' Provident Fund Organisation for the month of June 2012.	Ex.R44 — 31-01-2013	Photocopy of Annual Return for the year 2012 (ender 31-12-2012) under the Contract Labour (Regulation and Abolition) Act with enclosures submitted by 1st respondent to the Labour Officer, Karaikal.
Ex.R35 —	Photocopy of Combined Challan of 2nd respondent submitted to Employees' Provident Fund Organisation for the month of July 2012.	Ex.R45 — 07-09-2009	Photocopy of Bill Invoice along with Notes submitted by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited.
Ex.R36 — 15-11-2012	Photocopy of Combined Challan of 2nd respondent submitted to Employees' Provident Fund Organisation for the month of October 2012.	Ex.R46 — 2010	Photocopy of Bill Invoices along with Notes submitted by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited. (8 series)
Ex.R37 — Jan 2013	Photocopy of Combined Challan of 2nd respondent submitted to Employees' Provident Fund Organisation for the month of November 2012.	Ex.R47 — 2011	Photocopy of Bill Invoices along with Notes submitted by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited. (12 series)
Ex.R38 — 05-10-2012	Photocopy of the Group Personal Accident Policy issued by United India Insurance Company Limited to the 2nd respondent.	Ex.R48 — 2012	Photocopy of Bill Invoices along with Notes submitted by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited. (11 series)
Ex.R39 —	Photocopy of Proceedings recorded by the Labour Officer (Conciliation), Karaikal.	Ex.R49 — 2013	Photocopy of Bill Invoices along with Notes submitted by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited. (3 series)
Ex.R40 — 25-07-2013	Photocopy of Failure Report by the Labour Officer (Conciliation), Karaikal.	Ex.R50 — 22-03-2011	Original Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for Renewal of Port entry pass to their staff along with staff list and receipt, dated 22-03-2011.
Ex.R41 — 31-10-2013	Photocopy of Notification issued by the Labour Department, Government of Puducherry.	Ex.R51 — 19-05-2011	Original Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for issue of Port
Ex.R42 — 21-08-2009	Photocopy of Agreement between M/s. Akash Dredging and Marine Services (P) Limited and M/s. Karaikal Port Private Limited.		
Ex.R43 — 31-01-2012	Photocopy of Annual Return for the year 2011 (ender 31-12-2011) under the Contract Labour (Regulation and Abolition) Act with enclosures submitted by 1st respondent to the Labour Officer, Karaikal.		

	entry pass to 10 of their staff along with receipt, dated 09-05-2011 and Identity Card application forms with supportive documents of said 10 staffs.	Ex.R57	—	Port Entry Permit System-Attendance IN and OUT details of 1st petitioner D. Nagappan from 01-01-2010 to 31-12-2014.
Ex.R52 — 22-09-2011	Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for issue of Port entry pass to 6 of their staff along with receipt, dated 23-09-2011 and Identity Card application forms with supportive documents of said 6 staffs.	Ex.R58	—	Port Entry Permit System-Attendance IN and OUT details of 2nd petitioner M. Shekhar from 01-01-2011 to 31-12-2014.
		Ex.R59	—	Port Entry Permit System-Attendance IN and OUT details of 4th petitioner V. Vijayabalan from 01-01-2011 to 31-12-2014.
Ex.R53 — 31-03-2010 & 03-04-2010	Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for issue of Port entry pass to 72 + 2 of their staff along with receipt, dated 03-04-2010 and Identity Card application forms of petitioners 1, 2, 4 and 5 along with their supportive documents.	Ex.R60	—	Port Entry Permit System-Attendance IN and OUT details of 5th petitioner Rameshkumar from 01-01-2011 to 31-12-2014.
		Ex.R.61	—	Port Entry Permit System-Attendance IN and OUT details of 6th petitioner M. Murugesan from 01-01-2011 to 31-12-2014.
Ex.R54 — 20-03-2012	Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for issue of Port entry pass to 35 of their staff along with receipt, dated 20-03-2012.	Ex.R62	—	Port Entry Permit System-Attendance IN and OUT details of 7th petitioner R. Muthukumarasamy from 01-01-2011 to 31-12-2014.
		Ex.R63	—	Port Entry Permit System-Attendance IN and OUT details of 8th petitioner R. Murugesan from 01-01-2011 to 31-12-2014.
Ex.R55 — 22-09-2012	Letter by 2nd respondent (M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent for renewal of Port entry pass to petitioners 7, 8 and 9 along with receipt, dated 22-09-2012 and respective renewal application forms.	Ex.R64	—	Port Entry Permit System-Attendance IN and OUT details of 9th petitioner U. Ramamoorthy from 01-01-2011 to 31-12-2014.
		Ex.R65	—	Port Entry Permit System-Attendance IN and OUT details of 10th petitioner K. Sudhakar from 01-01-2011 to 31-12-2014.
Ex.R56 — 24-11-2012	Port entry permit application of 10th Petitioner submitted by 2nd respondent M/s. Akash Dredging and Marine Services (P) Limited to 1st respondent along with receipt, dated 24-11-2012 and his supportive documents.			

V. PANDIARAJ,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 84/AIL/Lab./T/2020,
Puducherry, dated 16th July 2020)

NOTIFICATION

Whereas, an Award in I.D. (T) No. 06/2020, dated 10-02-2020 of the Industrial Tribunal-Cum-Labour Court, Puducherry, in respect of the industrial dispute between the management of M/s. Puducherry Institute of Medical Sciences, Kalapet, Puducherry and the union workmen represented by Illanthalaivar Rahul Gandhi PIMS Technical and Non-Technical Staff Welfare Union, Puducherry, over charter of demands has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour), that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY**

Present: Thiru V. PANDIARAJ, B.Sc., LL.M.,
Presiding Officer.

Monday, the 10th day of February, 2020

I.D. (T) No. 05/2020

The Secretary,
Illanthalaivar Rahul Gandhi PIMS Technical
and Non-Technical Staff Welfare Union,
No. 110, Murugan Koil Street,
Periyakalpet, Puducherry. . . Petitioner

Versus

The Managing Director,
M/s. Puducherry Institute of Medical
Sciences, Kalapet,
Puducherry. . . Respondent.

This Industrial Dispute coming on this day before me for hearing, in presence of Thiruvargal L. Sathish, S. Ulaganathan, T. Pravin, S. Velmurugan, V. Veeraragavan and E. Karthik, Counsels for the respondent, on record, the petitioner remained absent, no representation have been made on his behalf, upon perusing the records, this Court passed the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 148/AIL/Lab./T/2019, dated 31-12-2019 of the Labour Department, Puducherry, to resolve the following dispute between the petitioner and the respondent, *viz.*,-

(i) Whether the dispute raised by the union workmen represented by Illanthalaivar Rahul Gandhi PIMS Technical and Non-Technical Staff Welfare Union, Puducherry against the management of M/s. Puducherry Institute of Medical Sciences, Kalapet, Puducherry, over charter of demands such as to fix the grades on seniority basis and to revise the wages accordingly, to grant Fixed Dearness Allowance as ₹ 6,500 to pay ₹ 2,000 as Educational Allowance per month to pay ₹ 2,000 as Medical Allowance per year and other allowances, *etc.*, are justified or not? If justified, what relief the union workmen are entitled to?

(ii) To compute the relief if any, awarded in terms of money if, it can be so computed?

2. Today, when the case came up for hearing, before this Court, the petitioner has not appear before this Court and there was no representation on behalf of the petitioner. RPAD notice sent to this petitioner was also returned as unclaimed. It shows that the petitioner is unwilling to appear before this Court to proceed with this case. Hence, this reference is closed for default. No cost.

Written and pronounced by me in the open Court, on this the 10th day of February, 2020.

V. PANDIARAJ,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
CHIEF SECRETARIAT
(ANIMAL HUSBANDRY)

(G.O. Ms. No. 06/AH.,
Puducherry, dated 21st August 2020)

NOTIFICATION

In pursuance of sub-rule (3.1) of the Pondicherry State Veterinary Council Rules, 1988, the Government hereby calls upon the persons enrolled in the Pondicherry State Veterinary Register maintained under